


AGENDA REPORT

TO: Mayor & City Commission
FROM: Ken Hibl, City Manager 
DATE: April 28, 2010
RE: Lease Agreement – Parking Lot for Temporary Skateboard Park

For the Agenda of May 3, 2010

Background. Approximately eleven years ago the City purchased portable skateboard ramps to support the requests and recreation needs of community skateboarders. We routinely set the ramps on numerous and various hard-surfaced areas within in the City (municipal parking lots, park gazebos, etc.) during skateboarding season (April to October). But due to sundry scheduled community events (Memorial Day activities, Summerfest, craft shows, car shows, etc.) throughout the summer, we are generally required to move the ramps or take them down over weekends to accommodate the other scheduled community events – in short our community skateboarders don't have a designated "home" for the ramps and are routinely displaced.

The CarQuest Building on West Fourth Street, which is owned by Mr. & Mrs. Dick Hawley, is currently vacant. There is a paved parking lot on the west side of the vacant building that we believe would serve as a great site (south side of the street; no active, adjacent businesses; across the street from City Park and the Public Safety Building, etc.) for the skateboard ramps. Consequently, we asked our City Attorney to contact Mr. & Mrs. Hawley to determine whether they would consider leasing the space to us for the summer months; they agreed to do so as long as we listed them as an additional insured party for liability purposes. We contacted our insurance carrier, and they informed us that there is no problem listing the property owners as an additional insured party for this purpose. Consequently, we ask the City Commission to consider approving a lease agreement (*copy att'd*) allowing us to use this parking lot as a site for the portable skateboard equipment for the period May-October.

Issues & Questions Specified. Should the City Commission approve the proposed lease agreement?

Alternatives.

1. Approve the lease agreement.
2. Do not approve the lease agreement.
3. Set aside decision regarding this matter to a later date.

Financial Impact. The cost to the City is \$250. Frankly, we currently expend more than \$250 annually in manpower resources during a typical summer setting up, taking down, and moving the portable skateboard ramps from site to site throughout the City. The City's Parks & Recreation Fund has sufficient monies to accommodate these costs.

Recommendation. I recommend that the City Commission approve the proposed lease agreement by adoption of Resolution 2010-038 (*copy att'd*).

Attachments.

1. Lease Agreement.
2. Resolution 2010-038.

LEASE

IT IS HEREBY AGREED between RICHARD E. HAWLEY and LOIS A. HAWLEY, husband and wife, party of the first part, and CITY OF CLARE, party of the second part, as follows: The said party of the first part, in consideration of the rents and covenants herein specified, does hereby **Let and Lease** to the said party of the second part the following described premises, situated and being in the City of Clare, County of Clare, and State of Michigan, to-wit:

The asphalt area lying directly to the West of the building commonly known as 203 W. Fourth St., Clare, MI 48617 and described as : T17N R4W SEC 34 . A PAR BD ON N BY S L OF 4TH ST ON E BY W L OF LOT 1 BLK 28 ON S & W BY N L OF R/W PM RR EXC 80 FT ON E SIDE. City of Clare, Clare County, Michigan.

for the term of five months from and after the first day of May, 2010 through the first day of October, 2010, on the terms and conditions hereinafter mentioned, to be occupied for a skate park on the parking lot, and in no case to be used for any business deemed extra hazardous on account of fire;

PROVIDED, that in case any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the said party of the first part, its certain attorney, heirs, representatives and assigns, to re-enter into and re-possess the said premises, and the said party of the second part, and each and every other occupant, to remove and put out;

The said party of the second part does hereby hire the said premises for the term of five months as above mentioned, and does covenant and promise to pay to the said party of the first part, her representatives and assigns, for rent of said premises for said term the sum of Fifty and no/100ths (\$50.00) Dollars per month;

Said party of the second part further covenants that it will not assign nor transfer this Lease, or sub-let said premises, or any part thereof, without the written assent of said party of the first part;

That said party of the second part will at its own expense, during the continuance of this lease, keep the said premises and every part thereof in as good repair, and at the expiration of the term, yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted;

And the said party of the first part does covenant that the said party of the second part, on paying the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

Party of the second part will protect, indemnify and save harmless the party of the first part from and against any and all loss, costs, damage and expense occasioned by or arising out of any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done in, upon, or about the Leased Premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by the party of the first part or any person claiming through or under the party of the first part. The party of the first part further covenants and agrees that it will at its own expense, procure and maintain casualty and liability insurance with its regular carrier that is authorized to do business in the State of Michigan in amounts not less than _____ DOLLARS for any one person and _____ DOLLARS for any one accident, and with

the limits of _____ DOLLARS for property damage, protecting the party of the second part against such claims, damages, costs or expenses on account of injury, etc.

The covenants, conditions and agreements, made and entered into by the several parties hereto, are declared binding on their respective heirs, representatives and assigns.

WITNESS our hands and seals, this ____ day of _____, 2010.

WITNESSES

CITY OF CLARE

BY KEN HIBL
ITS City Manager

RICHARD E. HAWLEY

LOIS A. HAWLEY

PREPARED BY:
JAYNIE SMITH HOERAUF
JAYNIE SMITH HOERAUF, P.C.
601 Beech, Box 67
Clare MI 48617

RESOLUTION 2010-038

A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING A PARKING LOT LEASE AGREEMENT.

WHEREAS, the City owns portable skateboard ramps and equipment to support the recreation requests and needs of community skateboarders; and

WHEREAS, said portable ramps require a level, hard-surfaced area to facilitate use; and

WHEREAS, the City generally uses various City-owned parking lots and other hard-surfaced areas to accommodate the use of the skateboard ramps; and

WHEREAS, due to competing and conflicting community events, the portable skateboard ramps are routinely moved to three or four different sites during a typical summer, thus inconveniencing the community skateboarders, disrupting the use of the portable ramps, and requiring a significant use of City manpower resources that could be utilized elsewhere; and

WHEREAS, the City has negotiated a lease agreement with a community property owner for the use of his vacant parking lot to be utilized as a site for the portable skateboard ramps for a five-month period, thereby eliminating said inconvenience, disruption of use, and resource drain; and

WHEREAS, the City Commission has considered said factors and has determined that the proposed lease agreement serves the recreation needs and the best interests of the community.

NOW THEREFORE BE IT RESOLVED that the City Commission of the City of Clare hereby approves a lease agreement with Richard E. Hawley and Lois A. Hawley for the period May 1, 2010 to October 1, 2010 to allow the use of a vacant paved parking lot owned by said individuals, the description and location of said lot and the terms of use, condition of use, and lease fees for said lot described within said agreement.

BE IT FURTHER RESOLVED that the Clare City Manager hereby authorizes its city manager to execute any and all documents related to the execution of said lease.

ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INSOFAR AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.

The Resolution was introduced by Commissioner _____ and supported by Commissioner _____. The Resolution declared adopted by the following roll call vote:

YEAS:

NAYS:

ABSENT:

Resolution approved for adoption on this 3rd of May 2010.

Diane Schmidt, City Clerk