

VIII

R. C. No. 732 - 22 - 23. By PUBLIC WORKS COMMITTEE. April 17, 2023.

Your Committee to whom was referred Res. No. 166-22-23 by Alderpersons Dekker and Rust authorizing executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by David L. Gartman, LLC; recommends adopting the Resolution.

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| _____ | _____     |
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|       | Committee |

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

Res. No. 166 - 22 - 23. By Alderpersons Dekker and Rust. April 5, 2023.

A RESOLUTION authorizing executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by David L. Gartman, LLC.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached lease with David L. Gartman, LLC for the 2023 agricultural use of approximately 193 acres of the former David L. Gartman, LLC property in the City of Sheboygan.

PW

Dean Dekker

[Signature]

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

## LEASE AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_\_ day of April, 2023, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "**LESSOR**," and David L. Gartman, LLC, 5509 Moenning Road, Sheboygan, WI 53081, hereinafter referred to as "**LESSEE**."

**IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE:**

1. That the **LESSOR** does hereby lease and let unto the **LESSEE** approximately 193 acres of tillable land located within certain agricultural property described as follows:

Parcel No. 59281-471044  
Parcel No. 59281-471043  
Parcel Nos. 59281-471045 and 59030-454913  
Parcel No. 59281-471047  
Parcel No. 59281-471046  
Parcel No. 59281-471049  
Parcel Nos. 59281-471041 and 59030-454871  
Parcel Nos. 59281-471042 and 59030-454882

All parcels are located in Section 10, Township 14 North, Range 23 East, City of Sheboygan and Town of Wilson, Sheboygan County, Wisconsin. The 193 acres of tillable land does not include the non-farmable areas that include yards and buildings which are the subject of a separate Residential Rental Agreement.

2. That the term of this lease shall be for the period from April 1, 2023 through March 31, 2024.

3. That the rental rate for the parcels being leased by **LESSEE** of land for the period from April 1, 2023 through March 31, 2024 shall be at the rate of one-hundred fifteen (\$115.00) dollars per acre, for a total of Twenty-two Thousand One Hundred Ninety-five and 00/100 Dollars (\$22,195.00), which shall be due and payable at the City of Sheboygan Finance Department located at 828 Center Avenue, Sheboygan, Wisconsin, on the 31st day of March, 2024.

4. That the **LESSEE** shall use the land only for agricultural purposes and that no other type of use is permitted thereon.

5. That the **LESSEE** agrees that the **LESSOR** may, at reasonable and proper times, and upon reasonable notice, enter upon the leased property whenever it is deemed to be in the public interest.

6. That the **LESSEE** shall save, protect and conserve the land to the best of his ability and commit no waste thereon.

7. The **LESSEE** hereby agrees that he will not assign, sublease, or otherwise grant or permit any other person to use the land for any purpose whatsoever.

8. The **LESSEE** agrees to make no improvements of any kind whatsoever in or on the land.

9. The **LESSEE** hereby agrees that he will not encumber the land or crops growing thereon.

10. **LESSEE** shall not erect, install, operate or allow same, in or upon the land, any signs or other similar advertising devices without first having obtained the **LESSOR'S** written consent therefor.

11. **LESSOR** may construct, install and operate one (1) sign on said premises identifying said property.

12. The parties acknowledge that the property is being actively marketed for sale by **LESSOR**. **LESSOR** may remove from the total acreage leased any part thereof upon at least seven (7) months written notice to **LESSEE**, and **LESSOR** shall not pay any damages for such taking of property from the **LESSEE**.

13. **LESSOR** shall be responsible for any and all taxes upon said land.

14. **LESSEE** shall save **LESSOR** harmless from any loss, cost or damage that may arise out of or in connection with this lease or the use of said premises by **LESSEE**, his agents, employees or any other person using said premises.

15. In the event the **LESSEE** shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer the **LESSEE'S** business, neither this lease nor any interest herein shall become an asset of such trustee or receiver, and, in the event of the appointment of any such trustee or receiver, this lease shall immediately terminate and end.

16. Waiver by the **LESSOR** of any default in performance by the **LESSEE** of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

17. **LESSEE** shall have no right or interest in the renewal of this lease agreement.

Dated this \_\_\_\_ day of April, 2023.

**DAVID L. GARTMAN, LLC (LESSEE)**

**BY:** \_\_\_\_\_  
David L. Gartman, Member

Dated this \_\_\_\_ day of April, 2023.

**CITY OF SHEBOYGAN (LESSOR)**

**BY:** \_\_\_\_\_  
Ryan Sorenson  
Mayor

**ATTEST:** \_\_\_\_\_  
Meredith DeBruin  
City Clerk

This document is authorized by and in accordance with Res. No. \_\_\_\_-22-23.