

15-074

Sonja Birr

From: Jim Muenzenmeyer
Sent: Tuesday, January 06, 2015 5:37 AM
To: David Soeldner
Cc: Dan Koski; Sonja Birr; Kathleen McDaniel
Subject: Sexton House Lease
Attachments: Sexton House Lease - 2000.pdf

Hi Dave,

Please allow a discussion and possible action on extending an existing lease or entering into a new lease with The Dramm Corporation at your next DPI Committee Meeting. Our existing lease expires in June and I was advised to start negotiating now at the beginning of the year. Historically, this had been a 15 year lease at a cost of one dollar per year. The arrangement has been problem free and I am recommending another 15 year period with the Dramm Corporation with similar terms. I am meeting again with Kurt Dramm on Thursday of this week to iron out any changes he would like to see. I'll then send up any changes to the Attorneys office for their review. It is my hope that this document can be readied for the first meeting in February.

Mr. Dramm is anxious for this to be done, and has called several times. He has assured me that they are very interested in continuing their relationship with the City in this endeavor.

Thank you for your consideration.

Jim

Public Rep. /
Street &
6/19/00

Lady
Cemetery

LEASE

This lease made and entered into this 5th day of June, 2000, by and between the City of Manitowoc, Wisconsin, a municipal corporation ("City") located at 817 Franklin Street, Manitowoc, Wisconsin, and the Dramm Corporation ("Dramm"), a Wisconsin corporation located at 2000 North 18th Street, Manitowoc; Wisconsin.

The parties hereto agree as follows:

1. Leased Premises. The City hereby leases to Dramm and Dramm leases from the City the building known as the Sexton House located in Evergreen Cemetery, Manitowoc, Wisconsin, as well as the walks immediately surrounding the Sexton House, in accordance with the terms of this Lease, for a period of 15 years. The leased premises do not include the garage and chapel located near the Sexton House, nor any other portion of cemetery property.

2. Rent. The rent payable by Dramm to City shall be \$1.00 (one dollar) per year.

3. This lease shall become effective on the 5th day of June, 2000, and shall continue in full force and effect until 5th day of June, 2015. Thereafter, it shall continue in full force and effect from year to year.

4. Insurance. During the lease term, Dramm shall maintain general liability insurance with limits not less than \$1,000,000

aggregate, \$500,000 personal injury, \$500,000 each occurrence, \$500,000 medical expenses, for any one person, and the policy should be written on a "per occurrence" basis. Dramm shall provide the City with current certificates of this insurance coverage throughout the lease term. Dramm Corporation will be responsible for insurance coverage for any contents of the building and will hold the City harmless for any damage to contents. The City of Manitowoc shall be named as additional insured, as well as Dramm Corporation, on all insurance certificates of contractors and sub-contractors. No policy for insurance shall be cancelled for any reason during the term of the lease without 30 days written notice to the City.

5. Utilities. Dramm will be responsible for all utilities supplied to the leased premises including, but not limited to, gas, electric, telephone, sewage, water and garbage disposal. The City will be responsible for the sanitary lateral condition, but not for cleaning. If necessary, the City will also pay for indoor well abandonment.

6. Maintenance. Dramm shall be responsible for maintaining the leased premises in good condition, reasonable wear and tear excepted. Should the Sexton House be damaged or require any repairs during the lease term, Dramm shall have the option of making any required repairs at its own expense, subject to approval by the City, or have the option of terminating this lease under Section 10 of this agreement. Should the Sexton House be substantially destroyed during the lease

term, this lease shall terminate. The City shall have no obligation to perform any maintenance or repair work on the leased premises during the term of this lease. Dramm shall be responsible for snow removal from the walks adjoining the Sexton House and the sheltered carport on the leased premises. The City will continue to mow the lawn and trim the trees in the area surrounding the leased premises and remove snow from the access roads in the cemetery as the City's needs dictate.

7. Use of Leased Premises. Dramm agrees to use the leased premises solely for the purpose of providing a headquarters and administrative office for its corporation. It shall not be used as a residence for anyone. The premises shall be available for meetings of the Dramm Corporation, but shall not be used for events open to the public. Any meetings held on the leased premises shall be for 25 people or less. Dramm shall make no use of the leased premises which interferes with or is inconsistent with the City's use of the surrounding property as a cemetery. Dramm agrees to abide by any rules and regulations governing the cemetery which are adopted by the City.

Dramm may also erect a sign on the cemetery property identifying the Sexton House as its headquarters. Approval for the size and location of the sign shall first be obtained by Dramm from the City's Department of Public Works and Department of Building Inspection.

8. Alterations. On or before November 1, 2001, Dramm agrees to be responsible for bringing the leased premises into compliance with all applicable building codes and for the repairs as follows:

	<u>Estimated Costs</u>
(a) Raise the north end of the canopy	\$ 1,000.00
(b) Replace the roof, replace soffit, replace facial & crown moldings & replace flashing	\$25,000.00
(c) New gutters	\$ 4,000.00
(d) Glaze the storm windows and replace bad window moldings	\$ 2,000.00
(e) Wire attic and second floor from a knob and tube wiring system to a romex system	\$ 1,425.00
(f) Paint all trim on outside of house	\$ 3,000.00
(g) Paint inside of house	\$ 2,000.00
(h) Replace carpet in front office	\$ 2,000.00
(I) Repair summer porch	\$ 9,000.00
(j) Repair outdoor basement door	<u>\$ 1,000.00</u>
Total estimated costs	<u>\$50,425.00</u>

Further, for the duration of the lease, Dramm will maintain the house and be responsible for all repairs. Dramm will not be responsible for the removal of asbestos or any prior environmental issues that may arise. If such removal is required, the City may elect to remove the material or the lease may be held invalid at the City's pleasure. Except as required in this paragraph, Dramm shall

make no alterations to the leased premises without prior approval of the City.

9. Parking. The leased premises include the sheltered carport on the west portion of the building which may be used by Dramm for parking. Dramm Corporation may also park on the south side of the entrance road to the cemetery between the Sexton House and the Chapel, provided that such parking does not interfere with normal operation of the cemetery. From 5:00 p.m. to 9:00 p.m. Dramm may park on the north side of the entrance road. At no time shall Dramm Corporation allow more than 10 vehicles parked in the cemetery at any one time.

10. Cancellation. This lease may be canceled by either party, with or without cause, at any time, upon 60 days written notice delivered by registered mail or in person to the other party. If the City cancels the lease in the first 10 years, they shall pay the Dramm Corporation for the items completed in Section 8 on a prorated basis, attributing 1/10th of the cost of the items completed to each year for the first 10 years of the lease, with Dramm receiving payment of 1/10th of the cost expended for each remaining year that Dramm fails to lease the Sexton House. If the lease is cancelled after the first 10 years, no proration will be calculated or granted for any costs, expenses or improvements.

11. Assignment. This agreement may not be assigned by Dramm, its agents or assigns without prior written consent of the City of Manitowoc.

12. This lease shall be binding on all parties, hereto, their heirs, executors, administrators, successors and assigns. This agreement constitutes the entire agreement by the parties and supercedes all prior oral or written agreements or understandings and may not be changed or amended, unless done with the consent of both parties and with the formality of this agreement.

Dated this 5th day of June, 2000.

DRAMM CORPORATION

CITY OF MANITOWOC,
WISCONSIN

By: Kurt W Dramm
Kurt W. Dramm
President

By: [Signature]
Kevin M. Crawford
Mayor

Dated 6/05/00

Dated 7-7-00

By: _____

By: Jennifer Hudon
Jennifer Hudon
City Clerk

EVERETT SYMETH

APPROX LEASE LIMITS



REVERE DDC

6

6

DATE 6-19-2000

JOINT RECOMMENDATION OF COMMITTEES ON
STREETS AND SANITATION AND PUBLIC PROPERTY & SAFETY

COMMITTEES ON STREETS AND SANITATION AND PUBLIC PROPERTY & SAFETY
JOINTLY RECOMMEND Committee's recommendations
refusal to the Plan Commission

619-00XMD

STREETS AND SANITATION

PUBLIC PROPERTY & SAFETY

T. F. [Signature]
Ferry Rogers
[Signature]
T. F. [Signature]
[Signature]

Ferry Rogers
[Signature]
[Signature]

7/17/00

Committees recommended entering into lease.

Public Prop. & Safety

Streets & Sanitation

Ferry Rogers
Jan [Signature]
T. F. [Signature]
[Signature]
[Signature]

[Signature]
[Signature]
Ferry Rogers

Public Rep /
Street &
6/19/00

Lady
Cemetery

LEASE

This lease made and entered into this 5th day of June, 2000, by and between the City of Manitowoc, Wisconsin, a municipal corporation ("City") located at 817 Franklin Street, Manitowoc, Wisconsin, and the Dramm Corporation ("Dramm"), a Wisconsin corporation located at 2000 North 18th Street, Manitowoc, Wisconsin.

The parties hereto agree as follows:

1. Leased Premises. The City hereby leases to Dramm and Dramm leases from the City the building known as the Sexton House located in Evergreen Cemetery, Manitowoc, Wisconsin, as well as the walks immediately surrounding the Sexton House, in accordance with the terms of this Lease, for a period of 15 years. The leased premises do not include the garage and chapel located near the Sexton House, nor any other portion of cemetery property.

2. Rent. The rent payable by Dramm to City shall be \$1.00 (one dollar) per year.

3. This lease shall become effective on the 5th day of June, 2000, and shall continue in full force and effect until 5th day of June, 2015. Thereafter, it shall continue in full force and effect from year to year.

4. Insurance. During the lease term, Dramm shall maintain general liability insurance with limits not less than \$1,000,000

aggregate, \$500,000 personal injury, \$500,000 each occurrence, \$500,000 medical expenses, for any one person, and the policy should be written on a "per occurrence" basis. Dramm shall provide the City with current certificates of this insurance coverage throughout the lease term. Dramm Corporation will be responsible for insurance coverage for any contents of the building and will hold the City harmless for any damage to contents. The City of Manitowoc shall be named as additional insured, as well as Dramm Corporation, on all insurance certificates of contractors and sub-contractors. No policy for insurance shall be cancelled for any reason during the term of the lease without 30 days written notice to the City.

5. Utilities. Dramm will be responsible for all utilities supplied to the leased premises including, but not limited to, gas, electric, telephone, sewage, water and garbage disposal. The City will be responsible for the sanitary lateral condition, but not for cleaning. If necessary, the City will also pay for indoor well abandonment.

6. Maintenance. Dramm shall be responsible for maintaining the leased premises in good condition, reasonable wear and tear excepted. Should the Sexton House be damaged or require any repairs during the lease term, Dramm shall have the option of making any required repairs at its own expense, subject to approval by the City, or have the option of terminating this lease under Section 10 of this agreement. Should the Sexton House be substantially destroyed during the lease

term, this lease shall terminate. The City shall have no obligation to perform any maintenance or repair work on the leased premises during the term of this lease. Dramm shall be responsible for snow removal from the walks adjoining the Sexton House and the sheltered carport on the leased premises. The City will continue to mow the lawn and trim the trees in the area surrounding the leased premises and remove snow from the access roads in the cemetery as the City's needs dictate.

7. Use of Leased Premises. Dramm agrees to use the leased premises solely for the purpose of providing a headquarters and administrative office for its corporation. It shall not be used as a residence for anyone. The premises shall be available for meetings of the Dramm Corporation, but shall not be used for events open to the public. Any meetings held on the leased premises shall be for 25 people or less. Dramm shall make no use of the leased premises which interferes with or is inconsistent with the City's use of the surrounding property as a cemetery. Dramm agrees to abide by any rules and regulations governing the cemetery which are adopted by the City.

Dramm may also erect a sign on the cemetery property identifying the Sexton House as its headquarters. Approval for the size and location of the sign shall first be obtained by Dramm from the City's Department of Public Works and Department of Building Inspection.

8. Alterations. On or before November 1, 2001, Dramm agrees to be responsible for bringing the leased premises into compliance with all applicable building codes and for the repairs as follows:

	<u>Estimated Costs</u>
(a) Raise the north end of the canopy	\$ 1,000.00
(b) Replace the roof, replace soffit, replace facial & crown moldings & replace flashing	\$25,000.00
(c) New gutters	\$ 4,000.00
(d) Glaze the storm windows and replace bad window moldings	\$ 2,000.00
(e) Wire attic and second floor from a knob and tube wiring system to a romex system	\$ 1,425.00
(f) Paint all trim on outside of house	\$ 3,000.00
(g) Paint inside of house	\$ 2,000.00
(h) Replace carpet in front office	\$ 2,000.00
(I) Repair summer porch	\$ 9,000.00
(j) Repair outdoor basement door	<u>\$ 1,000.00</u>
Total estimated costs	<u>\$50,425.00</u>

Further, for the duration of the lease, Dramm will maintain the house and be responsible for all repairs. Dramm will not be responsible for the removal of asbestos or any prior environmental issues that may arise. If such removal is required, the City may elect to remove the material or the lease may be held invalid at the City's pleasure. Except as required in this paragraph, Dramm shall

make no alterations to the leased premises without prior approval of the City.

9. Parking. The leased premises include the sheltered carport on the west portion of the building which may be used by Dramm for parking. Dramm Corporation may also park on the south side of the entrance road to the cemetery between the Sexton House and the Chapel, provided that such parking does not interfere with normal operation of the cemetery. From 5:00 p.m. to 9:00 p.m. Dramm may park on the north side of the entrance road. At no time shall Dramm Corporation allow more than 10 vehicles parked in the cemetery at any one time.

10. Cancellation. This lease may be canceled by either party, with or without cause, at any time, upon 60 days written notice delivered by registered mail or in person to the other party. If the City cancels the lease in the first 10 years, they shall pay the Dramm Corporation for the items completed in Section 8 on a prorated basis, attributing 1/10th of the cost of the items completed to each year for the first 10 years of the lease, with Dramm receiving payment of 1/10th of the cost expended for each remaining year that Dramm fails to lease the Sexton House. If the lease is cancelled after the first 10 years, no proration will be calculated or granted for any costs, expenses or improvements.

11. Assignment. This agreement may not be assigned by Dramm, its agents or assigns without prior written consent of the City of Manitowoc.

12. This lease shall be binding on all parties, hereto, their heirs, executors, administrators, successors and assigns. This agreement constitutes the entire agreement by the parties and supercedes all prior oral or written agreements or understandings and may not be changed or amended, unless done with the consent of both parties and with the formality of this agreement.

Dated this 5th day of June, 2000.

DRAMM CORPORATION

CITY OF MANITOWOC,
WISCONSIN

By: Kurt W Dramm
Kurt W. Dramm
President

By: [Signature]
Kevin M. Crawford
Mayor

Dated 6/05/00

Dated 7-7-00

By: _____

By: Jennifer Hudon
Jennifer Hudon
City Clerk

EVERGREEN AVENUE

APPROX LEASE LIMITS



REVERE DR

DATE 6-19-2000

JOINT RECOMMENDATION OF COMMITTEES ON
STREETS AND SANITATION AND PUBLIC PROPERTY & SAFETY

COMMITTEES ON STREETS AND SANITATION AND PUBLIC PROPERTY & SAFETY
JOINTLY RECOMMEND Committee's recommendations
refusal to the Plan Commission

619-00 KMD

STREETS AND SANITATION
T. F. Hill
Larry Byrnes
Jan Sauski
T. Hill
DAE

PUBLIC PROPERTY & SAFETY
Larry Byrnes
Jan Sauski
Shirley Zimmerman

7/17/00
Committees recommend entering into lease.
Public Prop. & Safety
Larry Byrnes
Jan Sauski
T. Hill
Shirley Zimmerman

Streets & Sanitation
T. Hill
Shirley Zimmerman
Larry Byrnes