



CITY OF MANITOWOC

WISCONSIN, USA

www.manitowoc.org

Date: August 31, 2023
To: Finance Committee
From: Adam Tegen, Community Development
Re: PetSkull Lease


With the continued growth of PetSkull brewing, especially their live music events, staff was approached on the possibility of leasing the adjacent property for their use. The 1015 Buffalo LLC group currently has an option to purchase the property and are still expected to act on the purchase at some point. However, until that time the City has the ability to lease the property to another entity and the potential purchaser is aware of the proposed lease. By leasing the property PetSkull will be able to utilize the space without needing approval from the Special Event Committee. If approved, the City will no longer be responsible for the maintenance of the grass on the lot. Attached is the draft lease created by staff and acceptable to PetSkull.

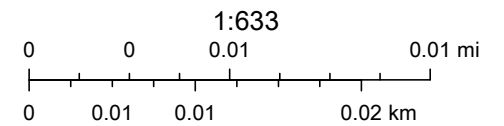
Staff feels the lease is appropriate and benefits the City as well as supporting the activities at the adjacent business. As always, feel free to contact me with any questions at ategen@manitowoc.org or 920-686-6931.

Proposed PetSkull Lease



8/31/2023, 8:55:16 AM

 Parcels



**LEASE AGREEMENT BETWEEN PETSKULL BREWING COMPANY LLC
AND CITY OF MANITOWOC**

This Lease Agreement entered into by and between the City of Manitowoc, Wisconsin, a municipal corporation, ("City") and PETSKULL BREWING COMPANY LLC ("PetSkull").

City and PetSkull hereby agree as follows:

1. **Premises Leased.** The City hereby leases to PetSkull and PetSkull leases from City, all in accordance with the terms of this Lease Agreement, the following described premises:

A tract of land located in Lots 5 and 6, Block 168, of the Original Plat of the City of Manitowoc, Manitowoc County, Wisconsin and a portion of the vacated Buffalo Street right of way described as follows:

The West 20 feet of said Lot 5 and all of Lot 6 and that portion of said vacated Buffalo Street right of way being 5 feet wide adjacent to said West 20 feet of said Lot 5 and all of Lot 6.

2. **Consideration.** Rent shall be payable from PetSkull to City in the amount of One Hundred dollars (\$100.00) per month due prior to the 1st of the month. PetSkull shall be granted a five (5) day grace period or incur a fee of fifty dollars (\$50.00) for each occurrence payment is late.
3. **Term.** This Lease Agreement shall continue unless one party gives ninety (90) days written notice to the other of its intent to terminate this lease or if PetSkull has not satisfied paragraph 2, above, for 30 consecutive days.
4. **Conditions of Lease.**
 - a. **Use.** PetSkull agrees to use the leased premises only as an outdoor extension of their premises located at 1015 Buffalo Street. Improvements shall be limited to items easily removed for the purpose of seating, eating and drinking, and recreation. No permanent improvements shall be permitted without prior approval of the City.
 - b. **Hours.** PetSkull shall be permitted to use the leased premises between the hours of 9 a.m. and 11 p.m. Use outside of the stated hours may be approved by the City on a case by case basis.
 - c. **Alcohol.** Alcoholic beverages shall only be served, sold or consumed on the leased premises as permitted under an applicable City Liquor License for the premises located at 1015 Buffalo Street. PetSkull shall bear responsibility for extending their premises with

the City Clerk to include the leased parcel.

- d. **Non-assignable.** This Lease shall not be assignable by PetSkull without prior written permission of the City.
- e. **Maintenance.** PetSkull agrees to work in good faith to ensure, make and keep the leased area in a clean, safe, neat and slightly condition at all times. PetSkull shall perform typical maintenance of the property such as mowing, weed control, clearing of sidewalks, and landscaping maintenance.
- f. **Insurance.** During the term of this Lease, PetSkull shall maintain general liability insurance with limits not less than \$2,000,000 aggregate, \$1,000,000 personal injury, \$1,000,000 each occurrence, \$10,000 medical expense any one person, \$100,000 fire damage, sufficient liquor liability coverage, and the policy should be written on a "per occurrence" basis. PetSkull shall also maintain Alcohol Liability Coverage in the minimum amount of \$500,000 each occurrence, \$500,000 aggregate. PetSkull shall provide the City with current certificates of this insurance coverage throughout the lease term. The City of Manitowoc shall be named as additional insured and listed as the Certificate Holder with the address listed as 900 Quay St., Manitowoc, WI 54220. No policy for insurance shall be canceled for any reason during the term of the Lease without thirty (30) days prior written notice to the City.
- g. **Indemnification.**
 - i. PetSkull agrees to hold harmless, defend, and indemnify City, its agents, employees, officials, and officers from and against any and all causes of action, claims, costs, demands, expenses, judgements, legal fees, liabilities, liens, or losses (including, without limitation, reasonable attorney fees) for damage to property or injury to or the death of any person that arises out of or is in any way related to the subject matter of this lease, the performance of this lease, or the property, or any portion of the property, leased herein. City will have the right to control the defense and to select counsel to be used in fulfilling its defense obligations.
 - ii. In the event either party receives notice of a claim or lawsuit that relates in any way to the subject matter of this lease, such party shall promptly notify the other party in writing of the claim or lawsuit.
 - iii. The covenants contained in this section will survive the termination of this lease

regardless of the cause of the termination.

h. Notice.

- i. All notices, reports, requests, or demands given by either party to the other under the provisions of this lease will be in writing and delivered in person or by certified mail, delivery service, or email addressed as follows:

If to City: City of Manitowoc Community Development
900 Quay Street, Manitowoc, WI 54220

with a copy to: Manitowoc City Clerk
900 Quay Street, Manitowoc, WI 54220

If to PetSkull: Paul Hoffman
PetSkull Brewing Company LLC
1015 Buffalo Street, Manitowoc, WI 54220

- ii. Notice in person is deemed given at the time of delivery. Notice by certified mail is deemed given when accepted for delivery by the U.S. Postal Service. Notice by delivery service is deemed given when received by the delivery service. Notice by email is deemed given at the time shown on an electronic delivery confirmation report. The party giving notice has the burden of proving when notice was given.

Dated this ____ day of _____, 2023.

CITY OF MANITOWOC

PETSKULL BREWING COMPANY LLC

By: _____
Justin Nickels, Mayor

By: _____
Paul Hoffman Principal

By: _____
Mackenzie Reed
City Clerk